

# DISCLOSURE DIVISION

☒ **WAIVER REQUEST**  
☐ **ANSWER**  
☐ **RECONSIDERATION REQUEST**  
☐ **UNTIMELY**

**DATE: 8/13/2021**

**DOCKET #:** 2021-732

Ashley Wimberley, Director  
Disclosure Division

## FILER INFORMATION

Name: Carolyn Cromer  
Address: 306 Oriole Dr., Slidell, LA 70458  
Office/Position: N/A  
# of Disclosures/Amendments Filed with Agency: 2  
Years Covered: 2019-2020  
Final Report: No

## REPORT INFORMATION

Name of Report: Public Servant Financial Disclosure for 2020  
Report ID: PSFD21000021  
Original Due Date: 5/17/2021  
NOD Received: 6/11/2021  
NOD Signed by: USPS Mail Carrier - Covid  
PFD/Answer Due Date based on NOD: 5/17/2021  
PFD/Answer Filed: 6/25/2021

RS 42-1114

## LATE FEE INFORMATION

Amount of Late Fee: \$400  
Days late from receipt of NOD: 39  
Total days late from initial due date: 39  
Late Fee Order Received: 6/11/2021  
Payment/Waiver Request Due Date: 7/1/2021  
Waiver Request Received: 6/25/2021

## COMMENTS:

Carolyn N. Cromer is submitting an Answer/Waiver Request for the late filing of her 2020 Public Servant Financial Disclosure (PSFD) Statement. Ms. Cromer stated she filed the 2019 PSFD in 2020, out of an abundance of caution. Her father is the Mayor of Slidell and she is employed with Coastal Environment Services of Louisiana, a company selected by the Slidell City Council to provide certain waste disposal services for the city. Ms. Cromer does not own or have any controlling interest in the Coastal Environment Services, LLC. She does not provide any collection or negotiation services for the city contract; And her salary/compensation is not based on any terms the city has with the company and its contract. Ms. Cromer is uncertain she's required to file the PSFD, as her father is not a Slidell City Council Member and she is not a city employee. She respectfully asks the Ethics Board to waive any late fees she's been assessed. This is Ms. Cromer's first late fee assessment.

## OTHER LATE FEE INFORMATION

### Disclosure Statements:

- Other Outstanding Statements: No
- Other Outstanding Late Fees: No
- Prior Late Fees: No
- Reassessed Late Fees: No

### Campaign Finance:

- Outstanding Late Fees: No
- Prior Late Fees: No

June 24, 2021

Louisiana Board of Ethics  
Attn: Ashley Wimberley  
P.O. Box 4368  
Baton Rouge, LA 70821

RE: Notice of Delinquency (Form 405)

Dear. Ms. Wimberley,

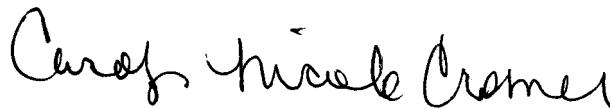
In follow up to you letter date June 18, 2021, I am enclosing now a completed form 405 for the 2020 calendar year.

I submitted this form last year in an abundance of caution, as I am employed by (but do not own or have any controlling interest in) a company previously selected by the Slidell City Council to provide certain waste disposal services for the City. My compensation does not vary based on that city relationship and I am not involved in providing collection services under, or negotiating under, that City contract. Further I am not employed by the City of Slidell. My father is an elected official of the City, but is not a member of the Slidell City Council.

While I am uncertain whether submission of the attached form is actually required, I am submitting in good faith in response to your letter.

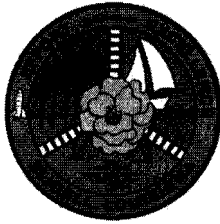
I respectfully ask that any and all asserted late fees be waived. Kindly confirm.

Respectfully,



Carolyn Nicole Cromer

ETHICS BOARD REC'D  
JUL 1 '21 4:01



# *The City of Slidell*

GEORGE G. CROMER  
MAYOR

OFFICE OF THE CITY ATTORNEY  
P.O. Box 828 • Slidell, Louisiana 70459-0828  
Phone (985) 646-4396 • Fax (985) 646-4397

THOMAS S. SCHNEIDAU  
CITY ATTORNEY

July 7, 2021

**VIA EMAIL ONLY (Ashley.Wimberley @la.gov)**

Louisiana Board of Ethics  
Attn: Ashley Wimberley  
Director, Disclosure Division  
P.O. Box 4368  
Baton Rouge, Louisiana 70821

Dear Ms. Wimberley,

Please allow this letter to confirm that Carolyn "Nikki" Cromer has never, to the knowledge of the City of Slidell, participated in the negotiation of, performed any service specific to, received any direct financial benefit from, or otherwise been interested in, the City's contract for residential garbage services with Coastal Environmental Services of LA, LLC. Please note that Coastal Environmental Services of LA, LLC is the successor in interest to Progressive Waste Solutions of LA, Inc. Further, the City's garbage provider is chosen by the Slidell City Council, not the Mayor.

A copy of the City's garbage contract (including all amendments thereto), including the Council's authorizing ordinances, is attached for your reference.

Should you have any questions, please do not hesitate to contact me.

With kind regards, I remain,

Sincerely,

*Thomas S. Schneidau*

Thomas S. Schneidau  
City Attorney

Cc: Greg Cromer, Mayor

20210614100000  
JUL 7 2021 PM 4:50

1 Introduced May 13, 2014, by Councilman  
2 Cusimano, seconded by Councilwoman  
3 Harbison, (by request of Administration)

4 **Item No. 14-05-3031**

5 **ORDINANCE NO. 3727**

6  
7 An ordinance authorizing the Mayor to execute a garbage service contract.

8  
9 WHEREAS, pursuant to LSA-R.S. 33:4169.1, the Slidell City Council, as  
10 Governing Authority for the City of Slidell, Parish of St. Tammany, State of Louisiana, has  
11 the power and authority to enter into Time Contracts for the collection and transportation of  
12 garbage or trash and the collection, processing and marketing of recyclables, within the  
13 territorial limits of the City of Slidell, for a term up to ten (10) years; and

14  
15 WHEREAS, the Slidell City Council, as Governing Authority for the City of  
16 Slidell, Parish of St. Tammany, State of Louisiana, has determined that the current  
17 garbage contract is due to expire and shall expire on June 30, 2014; and

18  
19 WHEREAS, Progressive Waste Solutions of LA ("Provider") is the successor-  
20 in-interest to Coastal Waste Services, Inc.; and

21  
22 WHEREAS, City desires to enter into a new contract with Provider for the  
23 collection and transportation of garbage or trash and the collection, processing and  
24 marketing of recyclables, within the territorial limits of the City of Slidell; and

25  
26 WHEREAS, Provider has demonstrated to the City that it is an established  
27 and well-funded corporation, possesses substantial assets, and enjoys a proven  
28 reputation; Provider has also demonstrated its ability to perform all requirements under the

1 **ORDINANCE NO. 3727**  
2 **ITEM NO. 14-05-3031**  
3 **PAGE 2**

4 previous Contract with the City including, but not limited to, quick response time, access to  
5 other resources of personnel and equipment to meet the City's needs in times of  
6 emergencies and maintaining a specific level of support until such time as normal  
7 conditions have been restored; as well as a proven history of high quality service to the  
8 citizens of Slidell; and  
9

10  
11  
12 WHEREAS, Provider has submitted a new non-exclusive contract setting out  
13 a reduction in fees, no CPI or other increase for three (3) years (until July of 2017), twice  
14 per week collections, and committed to continue the level of quality service presently  
15 realized by the City; and  
16

17  
18 WHEREAS, the proposed contract has been analyzed in light of the  
19 requirements of the City and the provision of the best service to the citizens of Slidell.  
20

21  
22 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the  
23 contract proposal submitted by Progressive Waste Services Solutions of LA, Inc. be  
24 accepted and approved.  
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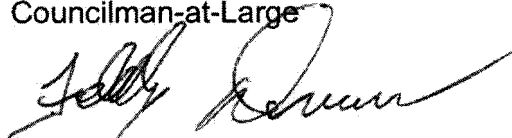
1 **ORDINANCE NO. 3727**  
2 **ITEM NO. 14-05-3031**  
3 **PAGE 3**

4 BE IT FURTHER ORDAINED by the Slidell City Council that the Mayor be  
5  
6 and is hereby authorized to sign and approve any and all documents necessary to  
7 implement said contract.  
8

9 **ADOPTED** this 10th day of June, 2014.

10 

11  
12 Landon Cusimano  
13 President of the Council  
14 Councilman-at-Large

15 

16  
17 Freddy Drennan  
18 Mayor

19  
20 

21 Thomas P. Reeves  
22 Council Administrator

DELIVERED	6/10/14
12:00 pm.	to the Mayor
RECEIVED	6/13/14
10:00 am.	from the Mayor

**TIME CONTRACT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
FROM RESIDENTIAL UNITS  
IN THE CITY OF SLIDELL, LOUISIANA  
JULY 1, 2014**

**TIME CONTRACT  
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
FROM RESIDENTIAL UNITS  
IN THE CITY OF SLIDELL, LOUISIANA**

THIS TIME CONTRACT (this "Agreement") is made and entered into as of the 14<sup>th</sup> day of May, 2014, by and between Progressive Waste Solutions of LA, Inc., a Delaware corporation (the "Service Provider"), and the City of Slidell, Louisiana (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the non-exclusive license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials from Residential Units (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bulky Item** - Any household item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

**Business Day** - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Residential Unit or the City for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between sixty-five (65) gallons and forty (40) cubic yards of Solid Waste.



**Green Waste** - Grass, leaves, flowers, stalks, stems. Christmas trees and tree trimmings that are generated by a Residential Unit, and not by any third party contractor of any such Residential Unit. Tree trunks and limbs shall not exceed 50 pounds in weight or 12 inches in diameter. Trees, limbs, branches, etc. need not be bundled or tied. Grass, leaves, flowers and other yard waste of the like shall be bagged.

**Handicapped Residential Unit** - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City's Chief Administrative Officer and agreed to by the Service Provider.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Louisiana statute, rule, order or regulation.

**Holidays** - The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Memorial Day
- (3) Independence Day (July 4<sup>th</sup>)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25<sup>th</sup>)

**Landfill** - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Louisiana Department of Environmental Quality ("LDEQ") within the State of Louisiana, or the appropriate governing agency for landfills located outside the State of Louisiana.

**Municipal Solid Waste** - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Recyclable Materials** -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (c) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

**Recycling Container** - A receptacle with sixty-four (64) gallons of capacity that is provided to a Residential Unit for the collection of Recyclable Materials.

**Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Roll-Out** - A receptacle with ninety-five (95) gallons of capacity that is provided to the City or Residential Units by the Service Provider and utilized by the City and Residential Units for the collection of Municipal Solid Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Louisiana under the Louisiana Solid Waste Regulations § 115 whether such waste is mixed with or constitutes Recyclable Materials.

**White Good** - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. NON-EXCLUSIVE AGREEMENT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the non-exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials from Residential Units over, upon, along and across the City's present and future streets, alleys, bridges and public properties. This Agreement shall not constitute a franchise or exclusive right to collect from Commercial Units within the City.

## **SECTION 3. OPERATIONS.**

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Roll-Outs or Recycling Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

#### **SECTION 4. REGULAR COLLECTIONS.**

A. Municipal Solid Waste Collections. The Service Provider will collect Municipal Solid Waste from Residential Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider, in its sole discretion. Each Residential Unit may purchase another Roll-Out for excess Municipal Solid Waste or as a replacement for any Roll-Out which is missing or lost from the Residential Unit or damaged beyond its practical use for \$65.00 per Roll-Out.

B. Recyclable Materials Collections. The Service Provider will collect Recyclable Materials from Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Containers, and (ii) such Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and recycling of Recyclable Materials placed inside Recycling Containers. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Service Provider. Each Residential Unit may purchase another Recycling Container for excess Recyclable Materials or as a replacement for any Recycling Container which is missing or lost from the Residential Unit or damaged beyond its practical use for \$65.00 per Recycling Container.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Residential Units.

#### **SECTION 5. BULKY ITEM AND GREEN WASTE COLLECTIONS.**

A. Pre-Arranged Collections. The Service Provider will collect an unlimited amount of Bulky Items and Green Waste from Residential Units once per week; provided, that the Bulky Items and Green Waste (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, and (ii) are reasonably contained. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Green Waste from those Residential Units that have complied with Section 1 and this Section 5.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods

have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the Services provided under Section 5 do not include the collection of Bulky Items, Bundles, Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items.

#### **SECTION 6. MUNICIPAL COLLECTIONS.**

The Service Provider will provide, at no cost to the City, collection of Municipal Solid Waste and/or Recyclable Materials from the following locations. The City shall specify the levels of service and reasonably determine the frequency of services to the locations in this Section 6. The City may specify additional City-owned locations to be serviced by the Service Provider at no cost to the City.

- City Auditorium
- City Hall
- City Court
- Police Station
- Textron Building
- Rufus Viner Center
- Airport Office Building
- Animal Control Building
- Treatment Plant
- City Barn
- John Slidell Park
- Fritchie Park
- Heritage Park
- Public Operations
- All City Museums
- Possum Hollow Park
- Clifton Ducksworth Park
- Schneider Canal Pump Station
- Police Academy
- All City Parks

Service Provider will provide one hundred (100) Port o lets for City functions at no cost to City.

## **SECTION 7. PUBLIC COMMUNICATION.**

Service Provider shall furnish to Residential Units and the City, information regarding pick-up times, collection days, Holidays, CFC evacuation, Roll-Out and Recycling Container replacement, and collection routes.

## **SECTION 8. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

## **SECTION 9. RATES AND FEES.**

Subject to adjustment, as provided in Section 10 hereof, for the Services provided to Residential Units under Sections 4.A. and 5.A., hereof, the Service Provider shall charge \$16.99 per month for each Residential Unit, plus \$1.82 per month for each Residential Unit for the Services provided under Section 4.B. hereof. Therefore, the total rate for each Residential Unit per month shall be \$18.81 for all Services provided by the Service Provider herein. This rate applies to all Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

## **SECTION 10. RATE ADJUSTMENT.**

A. CPI Adjustment. Beginning on July 1, 2017 and on each July 1 of this Agreement thereafter, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI. As used herein, "CPI" shall mean Consumer Price Index, All Urban Consumers published by the Department of Labor, Bureau of Labor Statistics. At the start of the fiscal year, beginning July 1, 2017 and every fiscal year thereafter, the fees of compensation may be adjusted by a percentage amount equal to the percentage change in the CPI for the previous calendar year or five (5%) percent, whichever is less.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

## **SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at

any Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires.

#### **SECTION 12. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2014 and concluding on June 30, 2019. The initial term of this Agreement shall be extended for a successive five-year term, unless either party provides written notice to the other party of its intent not to renew this Agreement, not less than ninety (90) days prior to the expiration of the initial term and not more than one hundred eighty (180) days prior to the expiration of the initial term. Any such written notice shall be served by certified mail, return receipt requested or via nationally recognized overnight carrier, in accordance with the provisions of this Agreement.

#### **SECTION 13. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

#### **SECTION 14. ENFORCEMENT.**

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

#### **SECTION 15. NUMBER OF RESIDENTIAL UNITS.**

For the 13-month period ending June 30, 2015, the number of residential units encompassed within this Contract is 9480. Thereafter, the Service Provider may seek an adjustment of the number of residential units on an annual basis. Service Provider shall give the City reasonable advance notice of the count and the City shall accompany Service Provider during that count. Should the City decline to participate in the count, the number of residential units calculated by Service Provider pursuant to the count shall establish the number of residential units encompassed within the Contract; however, Service Provider's record of count shall be subject to inspection and review by City. Should the City elect to participate in the count and the City agrees with the number of residential units calculated by Service Provider pursuant to the count, the number of residential units calculated by Service Provider shall establish the number of residential units encompassed within the Contract. Should the City elect to participate in the count and the City disagrees with the number of residential units calculated by Service Provider, then the matter shall be subject to mediation. Expenses of mediation shall be paid by

the non-prevailing party or shall be shared, if neither party prevails. Pending the outcome of the mediation, the number of residential units calculated by the City shall be utilized.

#### **SECTION 16. SPILLAGE.**

Notwithstanding anything to the contrary contained in Section 5 hereof, it is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Roll-Outs or Recycling Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials.

#### **SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely place a Container as directed in Section 4 or Bulky Items and Green Waste in accordance with Section 5.A. hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure to timely place the Roll-Outs or Recycling Containers out for collection. Such written notice shall be attached to the Roll-Out or Recycling Container or the uncollected Municipal Solid Waste or Recyclable Materials, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected.

B. Notice from a Residential Unit. When the City is notified by an owner or occupant of a Residential Unit that Municipal Solid Waste or Recyclable Materials has not been removed from such Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

#### **SECTION 18. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 8:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

#### **SECTION 19. CUSTOMER SERVICE.**

The Service Provider agrees to field all inquiries and complaints from Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

#### **SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20. Service Provider shall adhere in hiring and employment practices to the provisions of all applicable federal, state and local laws which relate to civil rights and discrimination. Service Provider shall not discriminate against any person because of race, sex, creed, color, religion or national origin. Service Provider shall comply with all applicable Federal Occupational Safety and Health Administration standards, rules and regulations.

#### **SECTION 21. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

#### **SECTION 22. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.



### **SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

### **SECTION 24. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 within ten (10) days of the signing of this Contract.

### **SECTION 25. INDEMNITY.**

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands,

damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

#### **SECTION 26. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

#### **SECTION 27. TERMINATION.**

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

#### **SECTION 28. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

#### **SECTION 29. GOVERNING LAW.**

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, such controversy, claim or dispute shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Louisiana and the Federal courts of the United States located in the State of Louisiana, for any controversy, claim or dispute between the parties hereto arising out of or relating in any matter whatsoever to this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims, controversies or disputes arising out of or relating in any manner whatsoever to this Agreement shall be heard and determined in such a Louisiana State or Federal court. The parties

hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such controversy, claim or dispute and agree that service of process to the City shall be made pursuant to City of Slidell Home Rule Charter, Section 7-01, and the Louisiana Code of Civil Procedure.

### **SECTION 30. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Slidell  
2055 Second Street  
Slidell, LA 70458  
Attn: Mayor

If to the Service Provider:

Progressive Waste Solutions of LA, Inc.  
310 Howze Beach Lane  
Slidell, LA 70461  
Attn: District Manager

With a Copy to:

IESI Corporation  
2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177  
Attn: Legal Department

### **SECTION 31. SECURITY FOR PERFORMANCE.**

Service Provider shall be required to furnish and at all times during the Agreement maintain in full force and effect, as security for the performance of this Agreement, a corporate surety bond. The corporate surety bond shall be furnished as security for the performance of the covenants and conditions contained in this Agreement, for each year of this Agreement. The said surety bond shall be in the amount equal to six (6) months of the Agreement and renewed annually for the duration of the Agreement. Premiums for the said bond shall be paid by Service Provider and evidence of the payment of said premiums shall be furnished, from time to time, by Service Provider to the City upon its request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana and the attorneys-in-fact who sign the said surety bond must file with the bond a certified and effectively dated copy of their Power of Attorney.

### **SECTION 32. LIQUIDATED DAMAGES.**

As a breach of the services provided by this Agreement would cause serious and substantial damage to the City, and its occupants and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that in the case of breach of service, the City may elect to collect liquidated damages as specified below and not as a penalty, the amounts set forth below, such sums being agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Agreement. The City may only assess any such liquidated damages below if it notifies the Service Provider of any such alleged breach and the Service Provider fails to correct any such alleged breach within 24 hours of notice from the City. Liquidated damages may be adjusted upward or downward at the time and at the same rate as the collection fees are adjusted. Any breach of service entitling the City to collect liquidated damages as set forth in this Section 34 shall be verified by a representative of the City.

A truck beginning residential collections prior to 6:00 a.m.,  
unless subject to applicable exception:

\$300 per day per truck

Failure to collect missed collections:

\$300 each

Repetition of complaints on a route after notification of  
spilling, non-collection, crossing planted areas, or  
similar violations:

\$300 each

### **SECTION 33. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF SLIDELL COUNCIL MEETING AT A  
TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS  
OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS THIS 10<sup>th</sup>  
DAY OF ~~MAY~~ June, 2014. Ord # 3727

PROGRESSIVE WASTE SOLUTIONS  
OF LA, INC.

By: \_\_\_\_\_

John Gustafson, Vice President

CITY OF SLIDELL

By: \_\_\_\_\_

Freddy Drennan, Mayor

1 Introduced May 14, 2019, by Councilwoman  
2 Harbison, seconded by Councilman Borchert,  
3 (by request of Administration)

4  
5 **Item No. 19-05-3271**

6 **ORDINANCE NO. 3939**

7  
8 An ordinance authorizing the Mayor to execute a five (5) year extension of  
9 the Time Contract for the collection and transportation of garbage or trash and the  
10 collection, processing and marketing of recyclables, within the territorial limits of the City of  
11 Slidell.

12 WHEREAS, pursuant to LSA-R.S. 33:4169.1 the Slidell City Council, as  
13 governing authority for the City of Slidell, Parish of St. Tammany, State of Louisiana, has  
14 the power and authority to enter into Time Contracts for the collection and transportation of  
15 garbage or trash and the collection, processing and marketing of recyclables, within the  
16 territorial limits of the City of Slidell, for a term up to ten (10) years; and

17  
18 WHEREAS, City entered into a Time Contract with Waste Connections  
19 Bayou, Inc., a Delaware corporation formerly known as Progressive Waste Solutions of  
20 LA, Inc., pursuant to LSA-R.S. 33:4169.1, for the collection and transportation of garbage  
21 or trash and the collection, processing and marketing of recyclables, within the territorial  
22 limits of the City of Slidell, for a term of up to five (5) years, commencing July 1, 2014 and  
23 concluding June 30, 2019; and

24  
25 WHEREAS, effective August 31, 2018, Waste Connections Bayou, Inc.,  
26 formerly known as Progressive Waste Solutions of LA, Inc. sold substantially all of its  
27 assets in and around St. Tammany Parish, Louisiana to Lacombe 6176, LLC, d/b/a (doing  
28 business as) Coastal Environmental Services (hereinafter referred to as "Coastal  
29 Environmental Services" and/or "Provider"); and

1 **ORDINANCE NO. 3939**  
2 **ITEM NO. 19-05-3271**  
3 **PAGE 2**

4 WHEREAS, Progressive Waste Solutions of LA, Inc., as a part of the sale to  
5 Coastal Environmental Services, assigned its contract with the City of Slidell to Coastal  
6 Environmental Services, as authorized by Section 13 of the existing contract; and  
7  
8

9 WHEREAS, City and Provider have determined that the current Time  
10 Contract for the collection and transportation of garbage or trash and the collection,  
11 processing and marketing of recyclables is due to expire and shall expire June 30, 2019;  
12  
13 and  
14

15 WHEREAS, Provider desires to exercise the five (5) year extension provision  
16 set out in Section 12 of the existing contract, extending Provider's contract from July 1,  
17 2019 to June 30, 2024, for the collection and transportation of garbage or trash and the  
18 collection, processing and marketing of recyclables; and  
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22 WHEREAS, Provider has continued to demonstrate to the City that it is an  
23 established well-funded corporation, possesses substantial assets, and enjoys a proven  
24 reputation; Provider has also demonstrated its ability to perform all requirements under  
25 the previous Contract with the City including, but not limited to, quick response time,  
26 access to other resources of personnel and equipment to meet the City's needs in times of  
27 emergencies and maintaining a specific level of support until such time normal conditions  
28 have been restored; as well as a proven history of high quality service to the citizens of  
29 Slidell; and  
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1 **ORDINANCE NO. 3939**  
2 **ITEM NO. 19-05-3271**  
3 **PAGE 3**

4 WHEREAS, Provider has submitted an Amendment (*draft of First*  
5 *Amendment is attached hereto*) to the existing contract including, but not limited to, the  
6 following changes:  
7

- 8 1. No CPI (Consumer Price Index) increase for two (2) years (until July 2022).
- 9 2. Reduction in the per home rate by \$1.19, resulting in a rate decrease from  
10 \$19.61 to \$18.42 per home.
- 11 3. Reduction in number of pick-ups from twice a week to once a week pick-up for  
12 garbage and green waste removal.
- 13 4. Maintain once per week recycling pick-up.
- 14 5. Maintain placement and pick-up of nine (9) roll off dumpsters assigned to the  
15 City, at no cost to the City.
- 16 6. Assessment of monthly disposal fee for each of the nine (9) roll off dumpsters  
17 assigned to the City, according to the terms set out in the contract.
- 18 7. Assessment of an after parade clean-up to include one (1) - 28 cubic yard rear  
19 loader, one (1) driver and two (2) helpers at a rate of \$ 85.00 per hour per truck.
- 20 8. All recycling carts assigned to the City will remain in place, at no cost to the City.


21 WHEREAS, City desires to extend Providers existing contract for an  
22 additional five (5) years beginning July 1, 2019 and continuing through June 30, 2024.

23 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the  
24 contract proposal submitted by Coastal Environmental Services of LA, LLC, be accepted  
25 and approved.

26 BE IT FURTHER ORDAINED by the Slidell City Council that the Mayor be  
27 and is hereby authorized to sign and approve any and all documents necessary to  
28 implement said contract.  
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1 ORDINANCE NO. 3939  
2 ITEM NO. 19-05-3271  
3 PAGE 4  
4  
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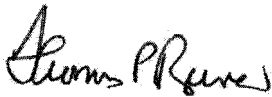
6 ADOPTED this 11th day of June, 2019.  
7

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9

10 Kim Harbison  
11 President of the Council  
12 Councilwoman, District F

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15 Greg Cromer  
16 Mayor

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19 Thomas P. Reeves  
20 Council Administrator  
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DELIVERED	6/14/19
9:45am	to the Mayor
RECEIVED	6/25/19
2:40 pm	from the Mayor



**FIRST AMENDMENT TO TIME CONTRACT  
FOR THE COLLECTION, HAULING, RECYCLING AND  
DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE  
MATERIALS  
FROM RESIDENTIAL UNITS  
IN THE CITY OF SLIDELL, LOUISIANA**

THIS FIRST AMENDMENT TO TIME CONTRACT (hereinafter "Amendment") is made and entered into as of the 1<sup>st</sup> day of July, 2019, by and between Coastal Environmental Services of LA, LLC, a Louisiana Limited Liability Company as successor in interest to Progressive Waste Solutions of LA, Inc. (the "Service Provider"), and the City of Slidell, Louisiana (the "City").

WHEREAS, the City and the Service Provider entered into that certain Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials From Residential Units in the City of Slidell, Louisiana (hereinafter the "Agreement") effective July 1, 2014.

WHEREAS, the City and the Service Provider mutually desire to extend and amend the Agreement as further described herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**AMENDMENT**

1. SECTION 4(A) of the Agreement entitled Municipal Solid Waste Collections is amended to read as follows:

The Service Provider will collect Municipal Solid Waste as defined in Section 1 of this Agreement from Residential Units once (1) per week in the Roll-Outs provided by the Service Provider. The quantity of Municipal Solid Waste collected from Residential Units on the scheduled collection day will be *unlimited*, subject to the restrictions set forth in Section 5 of the Agreement. Each Residential Unit may purchase an additional Roll-Out for excess Municipal Solid Waste or as a replacement for any Roll-Out which is missing or lost from the Residential Unit or damaged beyond its practical use for \$65.00 per Roll-Out.

2. SECTION 6 of the Agreement entitled MUNICIPAL COLLECTIONS is amended to read as follows:

The Service Provider will provide collection of Municipal Solid Waste and/or Recyclable Materials from the following locations in the listed containers, at the listed frequency and for the listed price:

- a) City Auditorium
  - 8 yard container collected twice per week at a cost of \$92.14 per month
- b) Animal Control Building
  - 8 yard container collected once per week at a cost of \$46.07 per month
- c) Treatment Plant
  - 6 yard container collected once per week at a cost of \$34.55 per month
- d) John Slidell Park
  - 8 yard container collected three times per week at a cost of \$138.21 per month
- e) Fritchie Park
  - 8 yard container collected three times per week at a cost of \$138.21 per month
- f) Possum Hollow Park
  - 8 yard container collected three times per week at a cost of \$138.21 per month
- g) Police Academy
  - 6 yard container collected once per week at a cost of \$34.55 per month
- h) Police Station
  - 8 yard container collected three times per week at a cost of \$138.21 per month
- i) Public Operations
  - Two 30 yard roll-off containers collected on an as need basis at no charge to the City
- j) City Hall Administration
  - Two 96 gallon recycling carts collected once per week at no charge to the City

The Service Provider will provide up to one hundred (100) Port o lets for City functions at no cost to the City.

The Service Provider will collect debris following the Mardi Gras and St. Patrick's Day parades within the Slidell City limits with a single collection truck at a cost to the City of \$85.00 per hour. This price includes the cost of one driver and two helpers.

3. **SECTION 9** of the Agreement entitled **RATES AND FEES** is amended to read as follows:

Subject to adjustment as provided in Section 10 hereof, the Service Provider shall charge \$18.42 per month for each Residential Unit. This rate applies to all Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

4. **SECTION 10** of the Agreement entitled **RATE ADJUSTMENT** is amended to read as follows:

A. **CPI Adjustment**. Beginning on July 1, 2022 and on each July 1<sup>st</sup> of this Agreement thereafter, the Service Provider shall have the right, in its sole discretion and upon giving prior written notice to the City, to increase the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI. As used herein, "**CPI**" shall mean Consumer Price Index, All Urban Consumers published by the Department of Labor, Bureau of Labor Statistics. At the start of the fiscal year, beginning July 1, 2022 and every fiscal year thereafter, the fees of compensation may be adjusted by a percentage amount equal to the percentage change in the CPI for the previous calendar year or five (5%) percent, whichever is less.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Amendment, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

C. Changes in Operation. The Service Provider may petition the City for additional rate and price adjustments on the basis of material or unforeseen changes in the cost of operations not otherwise the basis of any other rate adjustment herein, including but not limited to changes in the cost of diesel fuel above \$3.50 per gallon, changes in the cost of disposal or changes in the disposal facility. At the time of any such petition, the Service Provider shall provide the City with all documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider and/or the City may terminate the Agreement upon one hundred twenty (120) days written notice to the other party.

5. Service Provider expressly exercises its right to extend the initial term under SECTION 12 of the Agreement entitled TERM OF AGREEMENT for a successive five-year term commencing on July 1, 2019 and concluding on June 30, 2024.

6. SECTION 25 of the Agreement entitled INDEMNITY is amended to read as follows:

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

The City agrees to indemnify and hold harmless the Service Provider and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the City, its officers and employees. However, the City shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the Service Provider, its agents, directors, employees, officers and servants.

7. SECTION 30 of the Agreement entitled NOTICES is amended to read as follows:

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Slidell  
2055 Second Street  
Slidell, LA 70458  
Attn: Mayor


If to the Service Provider:

Coastal Environmental Services of LA, LLC  
63209 LA 434  
Lacombe, LA 70445  
Attn: Gus Bordelon


8. All amendments set forth above supersede and replace the applicable provisions of the Agreement referenced herein. All other terms, conditions and provisions of the Agreement not specifically referenced or amended in this document remain in full force and effect as if copied herein *in extenso*.

PASSED AND APPROVED BY THE CITY OF SLIDELL COUNCIL, MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS THIS 25<sup>th</sup> DAY OF JUNE, 2019.

COASTAL ENVIRONMENTAL SERVICES  
OF LA, LLC

By:   
Darin "Gus" Bordelon, President

CITY OF SLIDELL

By:   
Greg Cromer, Mayor

1  
2 Introduced March 24, 2020, by Councilman  
3 Borchert, seconded by Councilman Tamborella,  
4 (by request of Administration)

5 Item No. 20-03-3324

6 **EMERGENCY ORDINANCE NO. 3975**

7  
8 An emergency ordinance to provide for modified residential waste collection  
9 within the City of Slidell for the next thirty (30) days.

10 WHEREAS, consistent with City of Slidell Ordinance No. 3727 and City of  
11 Slidell Ordinance No. 3939, the City of Slidell currently has in force a *Time Contract for the*  
12 *Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable*  
13 *Materials from Residential Units* with Coastal Environmental Services of LA, LLC relative  
14 to the collection of waste and recyclable materials from residential units in the City  
15 (hereinafter, the "Agreement"); and  
16

17 WHEREAS, pursuant to the Agreement, there is solid waste, including bulky  
18 item and green waste (collectively, "residential waste") collection once per week within the  
19 City and, additionally, recycling collection once per week within the City, subject to all the  
20 terms and conditions of the Agreement; and  
21

22 WHEREAS, in view of the applicable legal restrictions imposed within the State  
23 of Louisiana in response to the COVID-19 pandemic, along with the additional  
24 precautionary measures urged and taken in conjunction therewith, more residents of the  
25 City of Slidell are staying in their homes during their normal work hours or are off of school  
26 and home, which is leading to the generation of greater volumes of residential waste.  
27 Such additional waste is largely of the nature that it cannot be recycled under the terms of  
28 the Agreement; and  
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1 **ORDINANCE NO. 3975**  
2 **ITEM NO. 20-03-3324**  
3 **PAGE 2**

4 WHEREAS, the City desires to prevent potential unsanitary conditions  
5 resulting from such residential waste accumulation in and near residences by providing,  
6 subject to the general terms and conditions of the Agreement and as otherwise set forth  
7 below, for twice per week residential waste collection from residential units within the City  
8 for the next thirty (30) days; and

12 WHEREAS, Coastal Environmental Services of LA, LLC is agreeable to a  
13 time-limited modification of the Agreement to provide twice per week residential waste  
14 collection within the City, subject to potential operational restrictions on bulky item and  
15 green waste collection.  
16

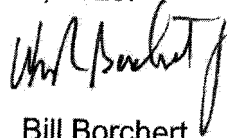
18 NOW THEREFORE BE IT ORDAINED by the Slidell City Council, consistent  
19 with its powers under Section 2-13 (Emergency Ordinances) of the City's Home Rule  
20 Charter, as follows:  
21

23 The Mayor of the City of Slidell is hereby authorized and requested to enter into any  
24 written modification of the Agreement with Coastal Environmental Services of LA, LLC  
25 necessary so as to provide for twice per week residential waste collection from residential  
26 units within the City over the next thirty (30) days, subject to the following: (i) the monthly  
27 fee billed to residents for garbage collection is not to be increased for this time-limited  
28 modification. Rather, recycling collection shall be suspended during this time in exchange  
29 for the second weekly residential waste collection date; (ii) Coastal will use its operational  
30 best efforts to continue collection of all green waste and bulky items not contained in roll-  
31 outs during this twice weekly collection period; however, if operational restrictions resulting  
32 from the COVID-19 pandemic restrict Coastal's ability to timely collect all residential waste,  
33 collection of solid waste which does not constitute a bulky item or green waste shall be  
34 prioritized over collection of bulky items and green waste; and (iii) Coastal and the City  
35 shall advertise on their respective websites and social media accounts any changes in  
36 pick-up schedules resulting from this modification.  
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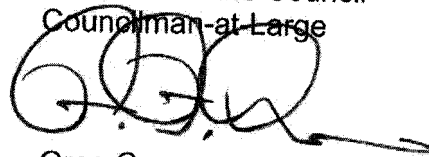
1 **ORDINANCE NO. 3975**  
2 **ITEM NO. 20-03-3324**  
3 **PAGE 3**  
4

5 This ordinance shall be effective immediately upon adoption.  
6  
7

8  
9 **ADOPTED** this 24th day of March, 2020.

10   
11

12 Bill Borchert  
13 President of the Council  
14 Councilman-at-Large

15   
16

17 Greg Cromer  
18 Mayor

19   
20

21 Thomas P. Reeves  
22 Council Administrator

DELIVERED	3/24/20
6:00 pm	to the Mayor
RECEIVED	3/24/20
6:00 pm	from the Mayor
Signed after meeting	

**SECOND AMENDMENT TO TIME CONTRACT**  
**FOR THE COLLECTION, HAULING, RECYCLING AND**  
**DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**  
**FROM RESIDENTIAL UNITS**  
**IN THE CITY OF SLIDELL, LOUISIANA**

This Second Amendment to Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (this "Second Amendment") is made and entered into, effective as of March 25, 2020 (the "Effective Date"), by and between the City of Slidell ("City"), herein represented by its Mayor and duly authorized representative, the Honorable George G. Cromer, and Coastal Environmental Services of LA, LLC, as successor in interest to Progressive Waste Solutions of LA, Inc. ("Service Provider"), herein represented by its President and duly authorized representative, Darin "Gus" Bordelon. City and Service Provider are each a "Party" to this Second Amendment and, together, are the "Parties" to this Second Amendment.

**WHEREAS**, the Parties entered into a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (the "Agreement") which began on July 1, 2014; and

**WHEREAS**, the Agreement was first amended and extended for a renewal term beginning July 1, 2019 (the "First Amendment"); and

**WHEREAS**, both the Agreement and the First Amendment were authorized by the Slidell City Council; and

**WHEREAS**, in order to address operational needs and restrictions brought about by the COVID-19 pandemic, the Slidell City Council has authorized by Emergency Ordinance No. 3975, and Service Provider has agreed to, a time-limited modification of the Agreement, as previously amended, on the terms set forth below.

**NOW THEREFORE**, in view of the premises, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for cause, the Parties agree as follows:

**I.**

The Parties agree that the Agreement, as amended by the First Amendment, is hereby further amended, for a time-limited period beginning on March 25, 2020 (except for the suspension of recycling as set forth below, which shall begin on March 26, 2020) and running only through April 23, 2020, unless such period is earlier terminated or further extended by the Parties, as follows:

Notwithstanding anything in the Agreement, as amended, to the contrary, for the period referenced above:



- (1) Service Provider shall collect Municipal Solid Waste from Residential Units twice per week; and
- (2) Service Provider shall use its operational best efforts to continue collection of all Green Waste and Bulky Items not contained in Containers during this twice weekly collection period; however, if operational restrictions resulting from the COVID-19 pandemic restrict Service Provider's ability to timely collect all waste, collection of Municipal Solid Waste which does not constitute Green Waste or a Bulky Item shall be prioritized over collection of Green Waste and Bulky Items; and
- (3) Collection of Recyclable Materials is suspended; Recyclable Materials otherwise put out for collection shall be collected with other Municipal Solid Waste; and
- (4) Service Provider shall consult and confirm with City regarding Service Provider's collection schedules resulting from this Second Amendment, and Service Provider and City shall advertise on their respective websites and social media accounts such schedules.

II.

Except as modified by this time-limited Second Amendment, the original terms of the Agreement, as amended by the First Amendment, are hereby confirmed and remain in full force and effect. The representative signing for each Party below represents and warrants he has the requisite authority to so sign and thereby bind such Party to the terms of this Amendment.

In witness whereof, the Parties have executed this Second Amendment as of the dates set forth below, to be effective as of the Effective Date.

**THUS DONE AND SIGNED BY SERVICE PROVIDER THIS 26TH DAY OF MARCH, 2020.**

COASTAL ENVIRONMENTAL  
SERVICES OF LA, LLC


By:

  
Darin "Gus" Bordelon

**THUS DONE AND SIGNED BY CITY THIS 26TH DAY OF MARCH, 2020.**

CITY OF SLIDELL

By:

  
George G. Cromer, Mayor

1 Introduced April 21, 2020, by Councilman  
2 Borchert, seconded by Councilman Tamborella,  
3 (by request of Administration)

4 **Item No. 20-04-3325**

5 **EMERGENCY ORDINANCE**

6  
7 **ORDINANCE NO. 3976**

8  
9 An emergency ordinance to authorize and request modified residential waste  
10 collection within the City of Slidell for an additional thirty (30) days.

11 WHEREAS, consistent with City of Slidell Ordinance No. 3727 and City of  
12 Slidell Ordinance No. 3939, the City of Slidell currently has in force a *Time Contract for the*  
13 *Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable*  
14 *Materials from Residential Units* with Coastal Environmental Services of LA, LLC relative  
15 to the collection of waste and recyclable materials from residential units in the City  
16 (hereinafter, the "Agreement"); and  
17

18 WHEREAS, pursuant to the Agreement, there is, generally, solid waste,  
19 including bulky item and green waste (collectively, "residential waste") collection once per  
20 week within the City and, additionally, recycling collection once per week within the City,  
21 subject to all the terms and conditions of, and amendments to, the Agreement; and  
22

23 WHEREAS, in view of the applicable legal restrictions imposed within the State  
24 of Louisiana in response to the ongoing public health emergency resulting from the  
25 COVID-19 pandemic, along with the additional precautionary measures urged and taken in  
26 conjunction therewith, more residents of the City of Slidell are staying in their homes during  
27 their normal work hours or are off of school and home, which is leading to the generation  
28 of greater volumes of residential waste. Such additional waste is largely of the nature that  
29 it cannot be recycled under the terms of the Agreement; and  
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39

1 **ORDINANCE NO. 3976**  
2 **ITEM NO. 20-04-3325**  
3 **PAGE 2**  
4

5  
6 WHEREAS, on March 24, 2020, pursuant to Emergency Ordinance No. 3975,  
7 the Slidell City Council authorized and requested the Mayor of the City of Slidell to enter  
8  
9 into any written modification of the Agreement necessary so as to provide for twice per  
10  
11 week residential waste collection from residential units within the City over the following  
12  
13 thirty (30) days, subject to several conditions, including suspension of recycling collection,  
14  
15 as more fully outlined in that Ordinance. Such modification is reflected in a written second  
16  
17 amendment to the Agreement; and

18  
19 WHEREAS, the City continues in its desire to prevent potential unsanitary  
20  
21 conditions resulting from residential waste accumulation in and near residences by  
22  
23 providing, subject to the general terms and conditions of the Agreement and as otherwise  
24  
25 set forth below, for twice per week residential waste collection from residential units within  
26  
27 the City for an additional thirty (30) day period; and

28  
29 WHEREAS, Coastal Environmental Services of LA, LLC is agreeable to this  
30  
31 continued time-limited modification of the Agreement to provide twice per week residential  
32  
33 waste collection within the City, subject to potential operational restrictions on bulky item  
34  
35 and green waste collection.

36  
37 NOW THEREFORE, BE IT ORDAINED by the Slidell City Council, consistent  
38  
39 with its powers under Section 2-13 (Emergency Ordinances) of the City's Home Rule  
40  
41 Charter, as follows:

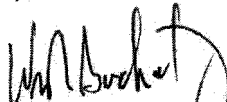
42  
43 The Mayor of the City of Slidell is hereby authorized and requested to enter into any  
44  
45 written modification of the Agreement with Coastal Environmental Services of LA, LLC

1 **ORDINANCE NO. 3976**  
2 **ITEM NO. 20-04-3325**  
3 **PAGE 3**

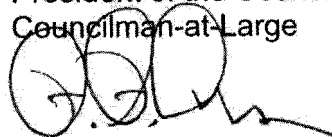
4 necessary so as to provide for continued twice per week residential waste collection from  
5 residential units within the City over an additional thirty (30) days, subject to the following:  
6 (i) the monthly fee billed to residents for garbage collection is not to be increased for this  
7 time-limited modification. Rather, recycling collection shall continue to be suspended  
8 during this time in exchange for the second weekly residential waste collection date; (ii)  
9 Coastal will use its operational best efforts to continue collection of all green waste and  
10 bulky items not contained in roll-outs during this twice weekly collection period; however, if  
11 operational restrictions resulting from the COVID-19 pandemic restrict Coastal's ability to  
12 timely collect all residential waste, collection of solid waste which does not constitute a  
13 bulky item or green waste shall be prioritized over collection of bulky items and green  
14 waste; and (iii) Coastal and the City shall advertise on their respective websites and social  
15 media accounts any changes in pick-up schedules resulting from this continued  
16 modification.

17  
18 This ordinance shall be effective on April 24, 2020.

19  
20 **ADOPTED** this 21st day of April, 2020.

21 

22 Bill Borchert  
23 President of the Council  
24 Councilman-at-Large

25 

26 Greg Cromer  
27 Mayor

28  
29 

30 Thomas P. Reeves  
31 Council Administrator

DELIVERED	4/21/20
7:05 pm	to the Mayor
RECEIVED	4/21/20
7:15 pm	from the Mayor

**THIRD AMENDMENT TO TIME CONTRACT**  
**FOR THE COLLECTION, HAULING, RECYCLING AND**  
**DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**  
**FROM RESIDENTIAL UNITS**  
**IN THE CITY OF SLIDELL, LOUISIANA**

This Third Amendment to Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (this "Third Amendment") is made and entered into, effective as of April 24, 2020 (the "Effective Date"), by and between the City of Slidell ("City"), herein represented by its Mayor and duly authorized representative, the Honorable George G. Cromer, and Coastal Environmental Services of LA, LLC, as successor in interest to Progressive Waste Solutions of LA, Inc. ("Service Provider"), herein represented by its President and duly authorized representative, Darin "Gus" Bordelon. City and Service Provider are each a "Party" to this Third Amendment and, together, are the "Parties" to this Third Amendment.

WHEREAS, the Parties entered into a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (the "Agreement") which began on July 1, 2014; and

WHEREAS, the Agreement was first amended and extended for a renewal term beginning July 1, 2019 (the "First Amendment"); and

WHEREAS, the Agreement was again amended, effective March 25, 2020, to provide for a time-limited modification to the type and frequency of collection in light of the COVID-19 pandemic (the "Second Amendment"); and

WHEREAS, both the Agreement, the First Amendment, and the Second Amendment were authorized by the Slidell City Council; and

WHEREAS, in order to continue to address operational needs and restrictions brought about by the COVID-19 pandemic, the Slidell City Council has authorized by Emergency Ordinance No. 3976, and Service Provider has agreed to, an additional time-limited modification of the Agreement, as previously amended, on the terms set forth below.

NOW THEREFORE, in view of the premises, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for cause, the Parties agree as follows:

I.

The Parties agree that the Agreement, as amended by the First Amendment and the Second Amendment, is hereby further amended, for a time-limited period beginning on April 24, 2020 and running only through May 24, 2020, unless such period is earlier terminated or further extended by the Parties, as follows:

Notwithstanding anything in the Agreement, as amended, to the contrary, for the period referenced above:

- (1) Service Provider shall collect Municipal Solid Waste from Residential Units twice per week; and
- (2) Service Provider shall use its operational best efforts to continue collection of all Green Waste and Bulky Items not contained in Containers during this twice weekly collection period; however, if operational restrictions resulting from the COVID-19 pandemic restrict Service Provider's ability to timely collect all waste, collection of Municipal Solid Waste which does not constitute Green Waste or a Bulky Item shall be prioritized over collection of Green Waste and Bulky Items; and
- (3) Collection of Recyclable Materials is suspended; Recyclable Materials otherwise put out for collection shall be collected with other Municipal Solid Waste; and
- (4) Service Provider shall consult and confirm with City regarding Service Provider's collection schedules resulting from this Third Amendment, and Service Provider and City shall advertise on their respective websites and social media accounts any changes to such schedules.

## II.

Except as modified by this time-limited Third Amendment, the original terms of the Agreement, as amended by the First Amendment and the Second Amendment, are hereby confirmed and remain in full force and effect. The representative signing for each Party below represents and warrants he has the requisite authority to so sign and thereby bind such Party to the terms of this Amendment.

In witness whereof, the Parties have executed this Third Amendment as of the dates set forth below, to be effective as of the Effective Date.

THUS DONE AND SIGNED BY SERVICE PROVIDER THIS 13<sup>th</sup> DAY OF APRIL, 2020.

COASTAL ENVIRONMENTAL  
SERVICES OF LA, LLC

By:

  
Darin "Gus" Bordelon

THUS DONE AND SIGNED BY CITY THIS 23<sup>rd</sup> DAY OF APRIL, 2020.

CITY OF SLIDELL

By:

  
George G. Cromer, Mayor

**FOURTH AMENDMENT TO TIME CONTRACT**  
**FOR THE COLLECTION, HAULING, RECYCLING AND**  
**DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**  
**FROM RESIDENTIAL UNITS**  
**IN THE CITY OF SLIDELL, LOUISIANA**

This Fourth Amendment to Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (this "Fourth Amendment") is made and entered into, effective as of May 26, 2020 (the "Effective Date"), by and between the City of Slidell ("City"), herein represented by its Mayor and duly authorized representative, the Honorable George G. Cromer, and Coastal Environmental Services of LA, LLC, as successor in interest to Progressive Waste Solutions of LA, Inc. ("Service Provider"), herein represented by its President and duly authorized representative, Darin "Gus" Bordelon. City and Service Provider are each a "Party" to this Fourth Amendment and, together, are the "Parties" to this Fourth Amendment.

**WHEREAS**, the Parties entered into a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (the "Agreement") which began on July 1, 2014; and

**WHEREAS**, the Agreement was first amended and extended for a renewal term beginning July 1, 2019 (the "First Amendment"); and

**WHEREAS**, the Agreement was again amended, effective March 25, 2020, to provide for a time-limited modification to the type and frequency of collection in light of the COVID-19 pandemic (the "Second Amendment"); and

**WHEREAS**, the Agreement was again amended, effective April 24, 2020, to provide for a continued time-limited modification to the type and frequency of collection in light of the COVID-19 pandemic (the "Third Amendment"); and

**WHEREAS**, both the Agreement, the First Amendment, the Second Amendment, and the Third Amendment were authorized by the Slidell City Council; and

**WHEREAS**, in order to continue to address operational needs and restrictions brought about by the COVID-19 pandemic, the Slidell City Council has authorized by Ordinance No. 3983, and Service Provider has agreed to, an additional time-limited modification of the Agreement, as previously amended, on the terms set forth below.

**NOW THEREFORE**, in view of the premises, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for cause, the Parties agree as follows:

I.

The Parties agree that the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment is hereby further amended, for a time-limited period beginning on May 26, 2020 and running only through June 30, 2020, unless such period is earlier terminated or further extended by the Parties, as follows:

Notwithstanding anything in the Agreement, as amended, to the contrary, for the period referenced above:

- (1) Service Provider shall collect Municipal Solid Waste from Residential Units twice per week; and
- (2) Service Provider shall use its operational best efforts to continue collection of all Green Waste and Bulky Items not contained in Containers during this twice weekly collection period; however, if operational restrictions resulting from the COVID-19 pandemic restrict Service Provider's ability to timely collect all waste, collection of Municipal Solid Waste which does not constitute Green Waste or a Bulky Item shall be prioritized over collection of Green Waste and Bulky Items; and
- (3) Collection of Recyclable Materials is suspended; Recyclable Materials otherwise put out for collection shall be collected with other Municipal Solid Waste; and
- (4) Service Provider shall consult and confirm with City regarding Service Provider's collection schedules resulting from this Fourth Amendment, and Service Provider and City shall advertise on their respective websites and social media accounts any changes to such schedules.

II.

Except as modified by this time-limited Fourth Amendment, the original terms of the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, are hereby confirmed and remain in full force and effect. The representative signing for each Party below represents and warrants he has the requisite authority to so sign and thereby bind such Party to the terms of this Amendment.

In witness whereof, the Parties have executed this Fourth Amendment as of the dates set forth below, to be effective as of the Effective Date.

THUS DONE AND SIGNED BY SERVICE PROVIDER THIS 28 DAY OF MAY, 2020.

COASTAL ENVIRONMENTAL  
SERVICES OF LA, LLC

By:

  
Darin "Gus" Bordelon

[SIGNATURES CONTINUED ON NEXT PAGE]




[SIGNATURES CONTINUED]

THUS DONE AND SIGNED BY CITY THIS 28<sup>th</sup> DAY OF MAY, 2020.

CITY OF SLIDELL

By:

  
George G. Cromer, Mayor

Introduced May 26, 2020, by Councilman  
Borchert, seconded by Councilman Tamborella,  
(by request of Administration)

Item No. 20-05-3329

**ORDINANCE NO. 3991**

An ordinance authorizing the amendment of the City of Slidell's *Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units* with Coastal Environmental Services of LA, LLC with respect to the frequency of collection of waste and recyclable materials from residential units in the City of Slidell and the rate related thereto.

WHEREAS, the City's Code of Ordinances requires an ordinance for any act (i) granting a franchise within the City, (ii) regulating rates or other charges for City services, or (iii) amending a previously adopted City ordinance; and

WHEREAS, consistent with City of Slidell Ordinance No. 3727 and City of Slidell Ordinance No. 3939, the City of Slidell currently has in force a *Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units* with Coastal Environmental Services of LA, LLC ("Coastal") relative to the collection of waste and recyclable materials from residential units in the City (hereinafter, the "Agreement"); and

WHEREAS, pursuant to the Agreement, there is, generally, solid waste, including bulky item and green waste (collectively, "residential waste") collection once per week within the City and, additionally, recycling collection once per week within the City, subject to all the terms and conditions of, and amendments to, the Agreement; and

WHEREAS, the City of Slidell wishes to return to twice per week residential waste collection with once per week recycling collection for residential units within the City, effective July 1, 2020; and

1 **ORDINANCE NO. 3991**  
2 **ITEM NO. 20-05-3329**  
3 **PAGE 2**  
4

5 WHEREAS, such a reversion requires a modification to the terms of the  
6  
7 Agreement; and  
8

9 WHEREAS, Coastal has proposed terms to amend the Agreement to allow for  
10 the return to twice per week residential waste collection with once per week recycling  
11 collection for residential units within the City, effective July 1, 2020 at a monthly rate of  
12 \$20.75 per residential unit, per month (subject to all terms of the Agreement), in  
13 substantially the form attached as Exhibit A, and the City is agreeable to such terms.  
14  
15

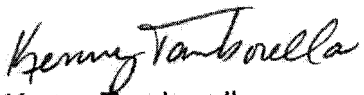
16  
17 NOW THEREFORE BE IT ORDAINED by the Slidell City Council as follows:  
18

19 The amendment to the City of Slidell's *Time Contract for the Collection,*  
20 *Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from*  
21 *Residential Units* with Coastal Environmental Services of LA, LLC, for the return to twice  
22 per week residential waste collection with once per week recycling collection for residential  
23 units within the City, effective July 1, 2020 at a monthly rate of \$20.75 per residential unit,  
24 per month (subject to all applicable terms of the contract), in substantially the form  
25 attached as Exhibit A, is accepted and approved and the Mayor of the City of Slidell is  
26 hereby authorized to sign and approve any and all documents necessary to implement  
27 said amendment.

28 BE IT FINALLY ORDAINED that this ordinance shall be effective immediately  
29 upon adoption.  
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1 ORDINANCE NO. 3991  
2 ITEM NO. 20-05-3329  
3 PAGE 3  
4  
5

6 ADOPTED this 23rd day of June, 2020.

7  
8   
9 Kenny Tamborella  
10 Vice President of the Council  
11 Councilman, District E

12 

13  
14 Greg Cromer  
15 Mayor

16  
17 

18 Thomas P. Reeves  
19 Council Administrator

DELIVERED	6/23/20
3:30 pm	to the Mayor
RECEIVED	7-1-20
108pm	from the Mayor

**FIFTH AMENDMENT TO TIME CONTRACT  
FOR THE COLLECTION, HAULING, RECYCLING AND  
DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS  
FROM RESIDENTIAL UNITS  
IN THE CITY OF SLIDELL, LOUISIANA**

This Fifth Amendment to Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (this "Fifth Amendment") is made and entered into, effective as of July 1, 2020 (the "Effective Date"), by and between the City of Slidell ("City"), herein represented by its Mayor and duly authorized representative, the Honorable George G. Cromer, and Coastal Environmental Services of LA, LLC, as successor in interest to Progressive Waste Solutions of LA, Inc. ("Service Provider"), herein represented by its President and duly authorized representative, Darin "Gus" Bordelon. City and Service Provider are each a "Party" to this Fifth Amendment and, together, are the "Parties" to this Fifth Amendment.

WHEREAS, the Parties entered into a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units in the City of Slidell, Louisiana (the "Agreement") which began on July 1, 2014; and

WHEREAS, the Agreement was first amended and extended for a renewal term beginning July 1, 2019 (the "First Amendment"); and

WHEREAS, the Agreement was subsequently amended on multiple occasions to provide for a time-limited modification to the type and frequency of collection in light of the COVID-19 pandemic (the "Subsequent Amendments"); and

WHEREAS, both the Agreement, the First Amendment, and the Subsequent Amendments were authorized by the Slidell City Council; and

WHEREAS, in view of the City's desire to return, effective July 1, 2020, to twice per week residential waste (i.e. solid waste, including bulky item and green waste) collection with once per week recycling collection for residential units within the City, the Slidell City Council has authorized by Ordinance No. 3991, this Fifth Amendment to the Agreement, and Service Provider also agrees to the terms herein.

NOW THEREFORE, in view of the premises, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for cause, the Parties agree as follows:

I.

SECTION 4.A. of the Agreement entitled Municipal Solid Waste Collections is amended to read as follows:

The Service Provider will collect Municipal Solid Waste from Residential Units twice (2x) per week in the Roll-Outs provided by the Service Provider. The quantity of Municipal Solid Waste collected from Residential Units on the scheduled collection days will be *unlimited*, subject to the restrictions set forth in Section 5 of the Agreement. Each Residential Unit may purchase an additional Roll-Out(s) for excess Municipal Solid Waste or as a replacement for any Roll-Out which is missing or lost from the Residential Unit or damaged beyond its practical use for \$65.00 per Roll-Out.

II.

SECTION 5.A. of the Agreement entitled Pre-Arranged Collections is amended to read as follows:

The Service Provider will collect an unlimited amount of Bulky Items and Green Waste from Residential Units twice (2x) per week; provided, that the Bulky Items and Green Waste (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day and (ii) are reasonably contained. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Green Waste from those Residential Units that have complied with Section 1 and this Section 5.A. White Goods containing refrigerants will not be collected by the Service Provide unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

III.

SECTION 9 of the Agreement entitled RATES AND FEES is amended to read as follows:

Subject to adjustment as provided in Section 10 hereof, the Service Provider shall charge \$20.75 per month for each Residential Unit. This rate applies to all Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

IV.

SECTION 10.C. of the Agreement entitled Changes in Operation is amended to read as follows:

The Service Provider may petition the City, through its Council, for additional rate and price adjustments on the basis of material or unforeseen changes in the cost of operations which are not otherwise the basis of any other rate adjustment herein, including but not limited to changes in the cost of diesel fuel above \$3.50 per gallon, changes in the cost of disposal or changes in the disposal facility. At the time of any such petition, the Service Provider shall provide the City with all documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Upon submission of such documents

and records, the City Council may approve or reject such request, when presented in proper form, at a duly called public meeting.

V.

Except as modified by this Fifth Amendment, the original terms of the Agreement, as amended by the First Amendment and the Subsequent Amendments, are hereby confirmed and remain in full force and effect. The representative signing for each Party below represents and warrants he has the requisite authority to so sign and thereby bind such Party to the terms of this Amendment.

In witness whereof, the Parties have executed this Fifth Amendment as of the dates set forth below, to be effective as of the Effective Date.

THUS DONE AND SIGNED BY SERVICE PROVIDER THIS 25<sup>th</sup> DAY OF JUNE, 2020.

COASTAL ENVIRONMENTAL  
SERVICES OF LA, LLC


By:

  
Darin "Gus" Bordelon

THUS DONE AND SIGNED BY CITY THIS 29<sup>th</sup> DAY OF JUNE 2020.

CITY OF SLIDELL

By:

  
George G. Cromer, Mayor

## Ashley Wimberley

---

**From:** Thomas Schneidau <tschneidau@cityofslidell.org>  
**Sent:** Wednesday, July 7, 2021 4:31 PM  
**To:** Ashley Wimberley  
**Cc:** Greg Cromer; Thomas Schneidau  
**Subject:** Follow up from Thomas Schneidau  
**Attachments:** COS Garbage Contract (Consolidated).pdf; 07.07.2021 Ltr to Ashley Wimberley.pdf

---

**EXTERNAL EMAIL:** Please do not click on links or attachments unless you know the content is safe.

---

Ms. Wimberley,

Please see the attached.

Thank you,  
Thomas

Thomas S. Schneidau  
City Attorney, City of Slidell  
P.O. Box 828  
Slidell, LA 70459  
985-646-4396 (phone)  
985-646-4397 (fax)

*CONFIDENTIALITY NOTICE: This transmission may contain information which is privileged, confidential, and protected by the attorney-client or attorney work product privileges. If you have received this transmission in error, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please notify me immediately at [tschneidau@cityofslidell.org](mailto:tschneidau@cityofslidell.org)*



Cromer  
306 Oriole Drive  
Slidell, LA 70458

NEW ORLEANS LA 700  
25 JUN 2021 PM 2 L

Louisiana Board of Ethics  
Attn: Ashley Wimberley  
P.O. Box 4368  
Baton Rouge, LA 70821

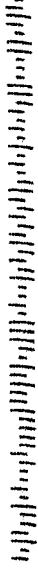


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OREVER

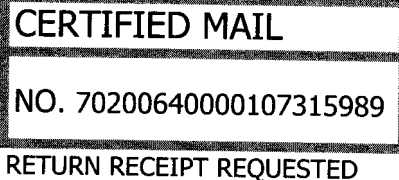
70821-436858





STATE OF LOUISIANA  
DEPARTMENT OF STATE CIVIL SERVICE  
**LOUISIANA BOARD OF ETHICS**

P. O. BOX 4368  
BATON ROUGE, LA 70821  
(225) 219-5600  
FAX: (225) 381-7271  
1-800-842-6630  
[www.ethics.la.gov](http://www.ethics.la.gov)



June 8, 2021

Carolyn Cromer  
306 Oriole Dr.  
Slidell, LA 70458

RE: NOTICE OF DELINQUENCY

Failure to File – Public Servant Financial Disclosure Statement for calendar year 2020

Dear Carolyn Cromer :

Your 2020 Public Servant Financial Disclosure Statement (pursuant La. R.S. 42:1114), which was due May 17, 2021, has not been filed. You are subject to automatic late filing fees for every day that the disclosure statement is late.

**A LATE FILING FEE OF \$100 PER DAY IS NOW BEING  
ASSESSED FOR EVERY DAY YOUR DISCLOSURE STATEMENT IS LATE.**

Once your disclosure statement is received, you will be sent a notice for the total late fees assessed.

The Public Servant Financial Disclosure Statement (form 405) is available on the Louisiana Board of Ethics website at [www.ethics.la.gov](http://www.ethics.la.gov).

If you believe you are not required to file a 2020 Public Servant Financial Disclosure Statement or if you have any questions, please contact our office immediately at (225) 219-5600 or 800-842-6630.

Sincerely,

Ashley Wimberley, Director  
Disclosure Division